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|--|--|---|---|--|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br>(Construction, Alteration, or Repair)   |  | 1. SOLICITATION NO.<br>W912PF-07-T-0089               | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>17-Jul-2007  | PAGE OF PAGES<br>1 OF 24 |
| <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>  |  |   |   |  |                          |
| 4. CONTRACT NO.  |  | 5. REQUISITION/PURCHASE REQUEST NO.<br>WK9GG871716086 |   | 6. PROJECT NO.<br>SD1 00420-7  |                          |
| 7. ISSUED BY<br>ACA RCO ITALY - SUBOFFICE LIVORNO<br>VIA AURELIA, EDIFICIO 5155<br>ZONA DEPOSITO<br>56018 TIRRENIA (PISA)<br><br>TEL: +39-0505-48363<br>FAX: +39-0505-42303  |  | CODE<br>W912PF  |   | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE<br><br><b>See Item 7</b><br><br>TEL:<br>FAX: |                          |
| 9. FOR INFORMATION<br>CALL:  |  | A. NAME<br>SONIA ZANOBINI                             |   | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>050-548364                        |                          |
| <b>SOLICITATION</b>  |  |   |   |  |                          |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>  |  |   |   |  |                          |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):<br>OFFICE RECONDITIONING, BLDG 725, CAMP DARBY<br><br>The magnitude of the requirement is less than \$25,000.00   |  |   |   |  |                          |
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>45</u> calendar days after receiving<br><input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10 _____.)   |  |   |   |  |                          |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br>(If "YES," indicate within how many calendar days after award in Item 12B.)<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  |  |   |   | 12B. CALENDAR DAYS   |                          |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br>A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>12:00 PM</u> (hour)<br>local time <u>22 Aug 2007</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers<br>shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.<br>B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.<br>C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.<br>D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. |  |   |   |  |                          |

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE****28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this*

*document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

**29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

*(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001    | "OFFICE RECONDITIONING, BLDG 725, CAMP<br>FFP<br>DARBY" in strict accordance with Technical Specifications SD1 00420-7 | 1        | Lump Sum |            |        |
|         | RATE: \$1 = EURO 0.8530  |          |          |            |        |
|         | FOB: Destination   |          |          |            |        |
|         | PURCHASE REQUEST NUMBER: WK9GG871716086  |          |          |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                       | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 000101  | ACRN AA<br>FFP<br>FOB: Destination      |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: WK9GG871716086 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 000102  | ACRN AB<br>FFP<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: WK9GG871716086 |          |      |            |        |

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NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | Destination | Government | Destination | Government |
| 000101 | N/A         | N/A        | N/A         | Government |
| 000102 | N/A         | N/A        | N/A         | Government |

CLAUSES INCORPORATED BY REFERENCE

|           |                            |          |
|-----------|----------------------------|----------|
| 52.246-12 | Inspection of Construction | AUG 1996 |
|-----------|----------------------------|----------|

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

| CLIN   | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|---------------|----------|-----------------|-----|
| 0001   | N/A           | N/A      | N/A             | N/A |
| 000101 | N/A           | N/A      | N/A             | N/A |
| 000102 | N/A           | N/A      | N/A             | N/A |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 (ten) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 (forty-five) calendar days thereafter. The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

## Section I - Contract Clauses

US AND HOST NATION HOLIDAYS

## CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (MAR 2005)

US Holidays: Work shall not be performed on U.S. holidays occurring during the normal workweek unless approved directed by the Contracting Officer. When a US holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Italian Holidays: Work shall not be performed on holidays occurring during the normal workweek unless approved by the Contracting Officer.

The U.S. holidays are:

|                        |                                     |
|------------------------|-------------------------------------|
| New Years Day          | January 1                           |
| Martin Luther King Day | January – 3 <sup>rd</sup> Monday    |
| Presidents Day         | February – 3 <sup>rd</sup> Monday   |
| Memorial Day           | May – last Monday                   |
| Labor Day              | September – 1 <sup>st</sup> Monday  |
| Columbus Day           | October – 2 <sup>nd</sup> Monday    |
| Veterans Day           | November 11                         |
| Thanksgiving Day       | November – 4 <sup>th</sup> Thursday |
| Christmas Day          | December 25                         |

The Italian holidays are:

|                       |             |
|-----------------------|-------------|
| New Years Day         | January 1   |
| Day of Epiphany       | January 6   |
| Easter Monday         | April 17    |
| Liberation Day        | April 25    |
| Labor Day             | May 1       |
| Republic Day          | June 2      |
| Assumption Day        | August 15   |
| All Saints Day        | November 1  |
| Immaculate Conception | December 8  |
| Christmas Day         | December 25 |
| Saint Stephens Day    | December 26 |

## CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.204-7  | Central Contractor Registration  | JUL 2006 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment | SEP 2006 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | AUG 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | FEB 2006 |



|                    |   |          |
|--------------------|---|----------|
| 52.225-14          | Inconsistency Between English Version And Translation Of Contract                     | FEB 2000 |
| 52.227-14          | Rights in Data--General   | JUN 1987 |
| 52.232-5           | Payments under Fixed-Price Construction Contracts                                     | SEP 2002 |
| 52.232-27          | Prompt Payment for Construction Contracts   | SEP 2005 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration                 | OCT 2003 |
| 52.233-1           | Disputes  | JUL 2002 |
| 52.233-3           | Protest After Award   | AUG 1996 |
| 52.233-4           | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.236-2           | Differing Site Conditions   | APR 1984 |
| 52.236-3           | Site Investigation and Conditions Affecting the Work                                  | APR 1984 |
| 52.236-5           | Material and Workmanship  | APR 1984 |
| 52.236-6           | Superintendence by the Contractor   | APR 1984 |
| 52.236-7           | Permits and Responsibilities  | NOV 1991 |
| 52.236-8           | Other Contracts   | APR 1984 |
| 52.236-9           | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10          | Operations and Storage Areas  | APR 1984 |
| 52.236-11          | Use and Possession Prior to Completion  | APR 1984 |
| 52.236-12          | Cleaning Up   | APR 1984 |
| 52.236-13          | Accident Prevention   | NOV 1991 |
| 52.236-17          | Layout of Work  | APR 1984 |
| 52.236-21          | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-21 Alt I    | Specifications and Drawings for Construction (Feb 97) - Alternate I                   | APR 1984 |
| 52.236-26          | Preconstruction Conference  | FEB 1995 |
| 52.242-14          | Suspension of Work  | APR 1984 |
| 52.243-5           | Changes and Changed Conditions  | APR 1984 |
| 52.247-64          | Preference for Privately Owned U.S. - Flag Commercial Vessels                         | FEB 2006 |
| 52.249-1           | Termination For Convenience Of The Government (Fixed Price) (Short Form)              | APR 1984 |
| 52.249-10          | Default (Fixed-Price Construction)  | APR 1984 |
| 252.204-7003       | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A                                | NOV 2003 |
| 252.223-7006       | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials                  | APR 1993 |
| 252.243-7001       | Pricing Of Contract Modifications   | DEC 1991 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)

The United States Government may duplicate, use, and disclose in any manner for any purposes whatsoever, including delivery to other governments for the furtherance of mutual defense of the United States Government and other governments, all technical data including reports, drawings and blueprints, and all computer software, specified to be delivered by the Contractor to the United States Government under this contract.

(End of clause)

#### 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

#### 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

#### 252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: \_\_\_\_\_ (Offeror Insert)

RATE (PERCENTAGE): \_\_\_\_\_ (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

#### 252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): 80028250241

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972." An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

#### 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

#### 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

"Office reconditioning, Bldg 725, Camp Darby", Project SD1 00420-7 consisting of 19 pages and 2 enclosed plans dated 2 Apr 07

(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;



(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

#### **CCE 223-4001 DISPOSAL (ITALY) (March 2005)**

Any disposal of material required under this contract shall be performed, without additional expenses to the Government, in strict accordance with all applicable Italian Laws.

Disposal on Government installations/facilities is strictly prohibited.

#### **CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)**

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:  
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: \_\_\_\_\_ DPW - CMB \_\_\_\_\_  
 Location: \_\_\_\_\_ Depot Area \_\_\_\_\_ Building No: \_\_\_\_\_ 5155 \_\_\_\_\_  
 DSN Phone No: \_\_\_\_\_ 633-7644 \_\_\_\_\_ Commercial Phone No: \_\_\_\_\_ 050-547644 \_\_\_\_\_  
 Installation Access Control Office:  
 Location: \_\_\_\_\_ Camp Darby Area \_\_\_\_\_ Building No: \_\_\_\_\_ 806 \_\_\_\_\_  
 DSN Phone No: \_\_\_\_\_ 633-7369 \_\_\_\_\_ Commercial Phone No: \_\_\_\_\_ 050-547369 \_\_\_\_\_

#### **CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)**

Prescription: Use this clause in all solicitations and contracts that include FAR 52.232-34 "Payment by Electronic Funds Transfer-Other than Central Contractor Registration".

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- ☐ SWIFT CODE
- ☐ BLZ or BANK ROUTING NUMBER
- ☐ ACCOUNT NUMBER
- ☐ BANK NAME
- ☐ International Bank Account Number (IBAN) (If Applicable) ---

**CCE 233-4001 CHOICE OF LAW – OVERSEAS (ITALY) (March 2005)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Service Board of Contract Appeals and the United States Claims Court for the hearing and determination of any and all disputes that may arise under the Dispute Clause.

Traduzione: Scelta della Giurisdizione

Il presente contratto sara' interpretato ai sensi della legge vigente negli Stati Uniti d'America. Con il perfezionamento del presente contratto, il contraente dichiara espressamente di rinunciare al diritto di invocare la giurisdizione delle autorità giudiziarie del luogo ove il contratto stesso deve essere eseguito ed dichiara inoltre di accettare la giurisdizione esclusiva del Armed Service Board of Contract Appeals e del Claims Court degli Stati Uniti per l'esame e la determinazione delle controversie che dovessero sorgere ai sensi della Clausola sulle Controversie.

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(Signature of Contractor)

(Date)

**CCE 236-4001 PERMITS AND RESPONSIBILITIES (March 2005)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations applicable to the performance of the work. The Contractor shall also take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the contract.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

LIST OF DOCUMENTS

The following documents are hereby attached and made part of this Request for Quotation:

Technical Specifications #SD1 00420-7 consisting of 23 pages and 2 enclosed plans dated 12 Apr 07

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.215-1        | Instructions to Offerors--Competitive Acquisition  | JAN 2004 |
| 52.236-27 Alt I | Site Visit (Construction) (Feb 1995) - Alternate I | FEB 1995 |
| 52.236-28       | Preparation of Proposals--Construction             | OCT 1997 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

## 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **050-542303**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

## Section M - Evaluation Factors for Award

SECTION M  
EVALUATION FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered.

In accordance with Federal Acquisition Regulation 13.106-2 (b)(3) – Evaluation Procedures, quotations will be evaluated in an efficient and minimally burdensome fashion by evaluating only the lowest priced quotation. Factor(s) will be evaluated for technical acceptability and will be scored on a Pass or Fail basis. If one or more of the lowest priced quotation's non-price factor(s) is rated as Fail, then the next lowest priced quotation will be evaluated. The process will be repeated until award is made on the basis of the lowest evaluated proposal price whose non-price factor(s) are rated as Pass.

The offeror is responsible for submitting a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements.

**Past Performance (Factor):** Past performance is an indicator of an offeror's ability to perform the contract successfully. This factor will be rated Pass or Fail based on whether the offeror demonstrates successful past performance, including no terminations for default and no ratings less than satisfactory by its customers/references. In addition, offerors may provide information on problems encountered on the identified contracts and the offeror corrective actions.

Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of unsuccessful past performance. In addition, failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance. The Government will consider this information, as well as information obtained from any other sources.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. No relevant history of past performance will result in a Pass.

The offeror must submit information from at least three past (completed in the last 3 years) or current contracts (including Federal, State, and local government and private) which were/are similar in size and complexity, including greater in size and complexity, to the to the Government's requirement. Offerors must include the following information for each of the three contracts.

- Name of customer
- Customer's telephone number
- Brief description of contract
- Total contract value
- Performance period